

2/11/13 1:19:20
DK T BK 3,584 PG 172
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Julia VonKohn 678-274-1690

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Reliance Trust Company
1100 Abernathy Rd., NE
Suite 400
Atlanta, GA 30328

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
Book 2,876, Page 109-113

1b. This FINANCING STATEMENT AMENDMENT is to be filed for recording (for recording) in the REAL ESTATE RECORD ☒

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete item 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Lifepointe Village-Southaven, LLC.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS

779 East Greenway Rd., Suite 500

CITY Scottsdale STATE AZ POSTAL CODE 85260 COUNTRY US

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION Non-Profit 7f. JURISDICTION OF ORGANIZATION Arizona 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

See attached: Exhibit "A" Legal Description

See attached: Exhibit "B" Description of Goods and Property Covered

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Reliance Trust Company

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

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EXHIBIT "A"
LEGAL DESCRIPTION

DK T BK 3,571 PG 544

DK T BK 3,584 PG 173

SURVEY OF A 4.189 ACRE PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST OF SECTION 16 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SOUTHAVEN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN IN THE SOUTH RIGHT-OF-WAY LINE OF BENDING CHERRY LANE (31' ROW), SAID POINT LIES S 42° 48' 24" E, 6,703.35 FEET FROM THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 WEST, THENCE ALONG A LINE DIVIDING THE SUBJECT PROPERTY AND THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773 S 38° 56' 04" W, 34.55 FEET TO AN IRON PIN; THENCE S 31° 34' 39" W, 444.17 FEET TO AN IRON PIN; THENCE S 00° 12' 17" E, 298.28 FEET TO AN IRON PIN, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF STARLANDING ROAD AND BEING THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN KNOW AS LIFE-POINTE VILLAGE AT CHERRY TREE, PHASE I, THENCE ALONG SAID NORTH LINE S 89° 47' 43" W, 425.24 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF THE PROPERTY AS DESCRIBED HEREIN N 00° 00' 00" E, 103.24 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 122.00 FEET (CENTRAL ANGLE 215° 48' 09", CHORD BEARING N 27° 05' 35" E, AND CHORD LENGTH OF 270.72), AN ARC LENGTH OF 459.30 FEET TO A POINT; THENCE N 45° 00' 00" E, 169.20 FEET TO A POINT IN THE NORTH LINE OF THE PROPERTY AS DESCRIBED HEREIN; THENCE ALONG SAID NORTH LINE, N 90° 00' 00" E, 189.06 FEET TO AN ANGLE POINT; THENCE S 00° 00' 00" W, 123.82 FEET TO AN ANGLE POINT; THENCE S 58° 25' 21" W, 11.39 FEET TO AN IRON PIN IN THE WEST LINE OF THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773; THENCE ALONG SAID LINE S 00° 12' 17" E, 298.28 FEET TO A POINT IN THE NORTH LINE OF STARLANDING ROAD AND THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN AND CONTAINING 4.189 ACRES OR 182,464 SQUARE FEET.

INDEXING INSTRUCTIONS: Located In the Southwest and Southeast 1/4 of the Southeast 1/4 of Section 16 and the Northwest and Northeast 1/4 quarter of the Northeast 1/4 of Section 21, Township 2 South, Range 7 west, Southaven, DeSoto County, Mississippi.

EXHIBIT "B"**DEBTOR:**

LIFEPOINTE VILLAGE – SOUTHAVEN, LLC
 A Delaware Limited Liability Company
 7729 East Greenway Road
 Scottsdale, Arizona 85260

SECURED PARTIES:

RELIANCE TRUST COMPANY
 A Georgia Bank and Trust Company
 1100 Abernathy Road
 500 Northpark, Suite 400
 Atlanta, Georgia 30328-5646

JOHN B. LINFORD
 A Professional Law Corporation,
 4800 Easton Drive, Ste. 103
 Bakersfield, California 93303

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, building materials, appliances and goods of every nature now or hereafter located on or upon, or intended to be used in connection with, the Land (or the leasehold estate in the event the Land is on a leasehold) or the improvements thereon, including, but not by way of limitation, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators and related machinery and equipment; all plumbing; and all personal property and fixtures of every kind and character now or at any time hereafter located in or upon the Land or the improvements thereon, or which may now or hereafter be used or obtained in connection therewith, including, without limitation, fixtures, machinery, equipment, appliances, vehicles (excluding Debtor's personal automobiles, if any), building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land or any improvements thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all trade names, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land or any improvements thereon or any part thereof or are now or hereafter acquired by Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described herein, and all other interests of every kind and character in all of the real, personal, intangible and mixed properties described herein which Debtor may now own or at any time hereafter acquire, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them.

(b) All of the interest of Debtor in all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, oil and gas and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.

(c) All income (including but not limited to, all revenues, pledges, income, gifts, donations and offerings from whatever source owned by Debtor), rents, issues, royalties, profits, revenues and other benefits of the Land from time to time accruing, all payments under leases or tenancies, proceeds of insurance,

condemnation awards and payments and all payments on account of oil and gas and other mineral leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same (hereinafter collectively referred to as the "Revenues"); reserving only the right to Debtor to collect the Revenues as provided in the Deed And Agreement executed by Debtor in favor of Secured Party.

(d) All construction or development contracts, subcontracts, architectural agreements, labor, material and payment bonds, and plans and specifications relating to the construction of improvements on the Land including, without limitation (i) any engineering or architectural agreements entered into with respect to the design and other engineering or architectural services; (ii) the plans and specifications for the construction of said improvements prepared by any engineer or architect; and (iii) any agreements entered into with contractors, suppliers, materialmen or laborers with respect to construction of improvements on the Land.

(e) If applicable, any and all management contracts, agreements, or other correspondence entered into by and between Debtor and third parties for the management of the collateral secured hereby.

(f) Together with any and all additional items of personal property, furnishings, fixtures, equipment, furniture, trade fixtures, and other items of property not heretofore referenced above, including any and all musical instruments, church pews, chairs, pulpits, podiums, and all other items used in connection with the Issuer and Issuer's functions.